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May 10, 2024

VIA EMAIL and CERTIFIED MAIL/RETURN RECEIPT:

Tanya Prouty
ZELMS ERLICH & MACK
20920 Warner Center Lane, Suite B
Woodland Hills, CA 91367
T: 213-592-1914
tprouty@zelmserlich.com

Re: *Brooke N. Mann v. LNK Box Group, Inc., et al.*

Case No. 2:22-cv-02553

Judge: Judge James L. Graham | Magistrate Judge Elizabeth Preston Deavers
FMG No. 365.109450

REQUEST FOR TENDER OF DEFENSE AND INDEMNIFICATION

Dear Tanya:

Please accept this formal written request by Steve and Laura Trickle and Trickle Productions, LLC (collectively "Trickle Productions") that, per paragraphs 6 and 7 of the January 2020¹ Agreement for Services ("Agreement") between Madison House Presents ("MHP") and Apex Event Management, LLC ("Apex"), paragraphs 7 and 8 of the May 3, 2021 Agreement between MHP and Jason Miller dba Bison Company ("Bison"), paragraphs 7 and 8 of the June 23, 2021 Agreement between MHP and Gemini Production Solutions ("Gemini"), paragraphs 7 and 8 of the June 2021² Agreement between MHP and Silver Moon Productions, LLC ("Silver Moon"), paragraphs 7 and 8 of the Agreement between MHP and Total Venue Control, LLC ("TVC"), paragraphs 7 and 8 of the Agreement between MHP and Kayleigh Rose Productions, LLC

¹ The Agreement was signed in counterpart, Apex on January 24, 2020 and MHP on January 27, 2020.

² The Agreement was signed in counterpart, Silver Moon on June 23, 2021 and MHP on June 25, 2021.



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(“Kayleigh”), and paragraphs 7 and 8 of the September 7, 2021 Agreement between MHP and Backwoods 2.0, LLC (“Backwoods”), MHP assume the defense of Trickle Productions and indemnify Trickle Productions in any and all sums Trickle Productions might be required to pay to Plaintiff, Brooke Mann, by way of settlement or judgment regarding the above-referenced matter.

On or about September 24 through 26, 2021, Plaintiff attended a Lost Lands Event (“Event”). MHP was the promotor and producer of the Event. At one point during the event, Plaintiff boarded a patron transporter (*i.e.*, a tractor pulling two trams) driven by Ryan Axford. While driving the patron transporter, Mr. Axford lost control causing the tractor and two trams to overturn allegedly permanently injuring the Plaintiff. As a result, Ms. Mann brought negligence and recklessness claims against MHP, Trickle Productions, and other named Defendants.³

MHP and Apex Agreement

Per paragraph 6(b), **Indemnification**, of the Agreement between MHP and Apex,⁴ MHP agreed to defend, indemnify, and hold harmless Apex and their respective indemnitees from any and all claims, losses, damages, and causes of action:

6. **Indemnification.**

(b) MHP agrees to indemnify, defend and forever save and hold harmless Company, its affiliates or related entities, and each of their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers (sometimes collectively referred to herein as the “Company Indemnitees” and individually as a “Company Indemnitee”), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Company Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the gross negligence or willful misconduct of MHP. This section shall survive the expiration or termination of this Agreement.

See, p. 3, Attachment B.

Further, per paragraph 7, **Insurance**, of the Agreement, MHP was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

THIS SECTION IS INTENTIONALLY LEFT BLANK

³ A copy of the First Amended Complaint is annexed as Attachment A.

⁴ The MHP/Apex Agreement is annexed as Attachment B.



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7. Insurance.

c. **MHP Insurance.** MHP shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following occurrence-based insurance for the Term: (i) worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by MHP hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; (ii) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than Five Million Dollars (US\$5,000,000) per occurrence and Ten Million Dollars (US\$10,000,000) in the aggregate, including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles. Any combination of primary and umbrella liability insurance shall satisfy the requirements herein. Within seven (7) days of the execution of this Agreement, MHP will deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickle, Legend Valley LLC, Trickle Productions LLC and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i) - (iii) above as an additional insured under the policies in sub-paragraphs (ii) and (iii) above. A blanket additional insured endorsement shall satisfy this requirement. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, MHP will deliver evidence of replacement insurance to Company.

See, *Id.*, p.3

MHP and Bison Agreement

Per paragraph 7, Indemnification, of the Agreement between MHP and Bison,⁵ Bison agreed to defend, indemnify, and hold harmless MHP, the venue, and sponsors and their respective indemnitees from any and all claims, losses, damages, and causes of action:

7. Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND AND FOREVER SAVE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES OR RELATED ENTITIES, ARTIST(S), CO-PROMOTERS (IF ANY), THE VENUE, AND SPONSORS AND THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, TENANTS, AGENTS, CONTRACTORS AND VOLUNTEERS (SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES" AND INDIVIDUALLY AS A "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS, FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, WHICH ANY ONE OF THE INDEMNITEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE FAILURE OF VENDOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR VOLUNTEERS ("REPRESENTATIVES") TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

See, p.2, Attachment C.

Further, per paragraph 8, Insurance, of the Agreement, Bison was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

⁵ The MHP/Bison Agreement is annexed as Attachment C.



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8. Insurance.

(a) Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following insurance for the Term: (i) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than One Million Dollars (US\$1,000,000) per occurrence and Two Million Dollars (US\$2,000,000) in the aggregate, including a waiver of subrogation; (ii) to the extent applicable, worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Vendor hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles.

(b) Within five (5) business days of the Effective Date, Vendor shall deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickle, Legend Valley, LLC, Trickle Productions LLC, Madison House Presents, LLC, AEG Presents, LLC and Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i)-(iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Vendor will deliver evidence of replacement insurance to Company.

See, *Id.*, p.3.

MHP and Gemini Agreement

Per paragraph 7, Indemnification, of the Agreement between MHP and Gemini,⁶ Gemini agreed to defend, indemnify, and hold harmless MHP, the venue, and sponsors and their respective indemnitees from any and all claims, losses, damages, and causes of action:

7. Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND AND FOREVER SAVE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES OR RELATED ENTITIES, ARTIST(S), CO-PROMOTERS (IF ANY), THE VENUE, AND SPONSORS AND THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, TENANTS, AGENTS, CONTRACTORS AND VOLUNTEERS (SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES" AND INDIVIDUALLY AS A "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS, FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, WHICH ANY ONE OF THE INDEMNITEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE FAILURE OF VENDOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR VOLUNTEERS ("REPRESENTATIVES") TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

See, p.2, Attachment D.

Further, per paragraph 8, Insurance, of the Agreement, Gemini was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

⁶ The MHP/Gemini Agreement is annexed as Attachment D.



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8. Insurance.

(a) Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following insurance for the Term: (i) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than Two Million Dollars (US\$2,000,000) per occurrence and Five Million Dollars (US\$5,000,000) in the aggregate, including a waiver of subrogation; (ii) to the extent applicable, worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Vendor hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles.

(b) Within five (5) business days of the Effective Date, Vendor shall deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickey, Legend Valley, LLC, Trickey Productions LLC, Madison House Presents, LLC, AEG Presents, LLC and Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i)-(iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Vendor will deliver evidence of replacement insurance to Company.

See, *Id.*, p.3.

MHP and Silver Moon Agreement

Per paragraph 7, Indemnification, of the Agreement between MHP and Silver Moon,⁷ Silver Moon agreed to defend, indemnify, and hold harmless MHP, the venue, and sponsors and their respective indemnitees from any and all claims, losses, damages, and causes of action:

7. Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND AND FOREVER SAVE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES OR RELATED ENTITIES, ARTIST(S), CO-PROMOTERS (IF ANY), THE VENUE, AND SPONSORS AND THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, TENANTS, AGENTS, CONTRACTORS AND VOLUNTEERS (SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES" AND INDIVIDUALLY AS A "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS, FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, WHICH ANY ONE OF THE INDEMNITEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE FAILURE OF VENDOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR VOLUNTEERS ("REPRESENTATIVES") TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

See, pg. 2, Attachment E.

⁷ The MHP/Silver Moon Agreement is annexed as Attachment E.



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Further, per paragraph 8, Insurance, of the Agreement, Silver Moon was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

8. Insurance.

(a) Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following insurance for the Term: (i) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than Two Million Dollars (US\$2,000,000) per occurrence and Five Million Dollars (US\$5,000,000) in the aggregate, including a waiver of subrogation; (ii) to the extent applicable, worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Vendor hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles.

(b) Within five (5) business days of the Effective Date, Vendor shall deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickle, Legend Valley, LLC, Trickle Productions LLC, Madison House Presents, LLC, AEG Presents, LLC and Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i)-(iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Vendor will deliver evidence of replacement insurance to Company.

See, *Id.*, p. 3.

MHP/TVC Agreement

Per paragraph 7, Indemnification, of the Agreement between MHP and TVC,⁸ TVC agreed to defend, indemnify, and hold harmless MHP, the venue, and sponsors and their respective indemnitees from any and all claims, losses, damages, and causes of action:

7. Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND AND FOREVER SAVE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES OR RELATED ENTITIES, ARTIST(S), CO-PROMOTERS (IF ANY), THE VENUE, AND SPONSORS AND THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, TENANTS, AGENTS, CONTRACTORS AND VOLUNTEERS (SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES" AND INDIVIDUALLY AS A "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS, FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, WHICH ANY ONE OF THE INDEMNITEES MAY SUFFER OR INcur ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE FAILURE OF VENDOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR VOLUNTEERS ("REPRESENTATIVES") TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

See, p. 2, Attachment F.

⁸ The MHP/TVC Agreement is annexed as Attachment F.



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Further, per paragraph 8, Insurance, of the Agreement, TVC was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

8. Insurance.

(a) Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following insurance for the Term: (i) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than One Million Dollars (US\$1,000,000) per occurrence and Two Million Dollars (US\$2,000,000) in the aggregate, including a waiver of subrogation; (ii) to the extent applicable, worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Vendor hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles.

(b) Within five (5) business days of the Effective Date, Vendor shall deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickle, Legend Valley, LLC, Trickle Productions LLC, Madison House Presents, LLC, AEG Presents, LLC and Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i)-(iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Vendor will deliver evidence of replacement insurance to Company.

See, *Id.*, p. 3.

MHP and Kayleigh Agreement

Per paragraph 7, Indemnification, of the Agreement between MHP and Kayleigh,⁹ Kayleigh agreed to defend, indemnify, and hold harmless MHP; the venue, and sponsors and their respective indemnitees from any and all claims, losses, damages, and causes of action:

7. Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND AND FOREVER SAVE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES OR RELATED ENTITIES, ARTIST(S), CO-PROMOTERS (IF ANY), THE VENUE, AND SPONSORS AND THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, TENANTS, AGENTS, CONTRACTORS AND VOLUNTEERS (SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES" AND INDIVIDUALLY AS A "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS, FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, WHICH ANY ONE OF THE INDEMNITEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE FAILURE OF VENDOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR VOLUNTEERS ("REPRESENTATIVES") TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

⁹ The MHP/Kayleigh Agreement is annexed as Attachment G.



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See, p. 2, Attachment G.

Further, per paragraph 8, Insurance, of the Agreement, Kayleigh was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

8. Insurance.

(a) Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following insurance for the Term: (i) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than One Million Dollars (US\$1,000,000) per occurrence and Two Million Dollars (US\$2,000,000) in the aggregate, including a waiver of subrogation; (ii) to the extent applicable, worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Vendor hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles.

(b) Within five (5) business days of the Effective Date, Vendor shall deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickle, Legend Valley, LLC, Trickle Productions LLC, Madison House Presents, LLC, AEG Presents, LLC and Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i)-(iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Vendor will deliver evidence of replacement insurance to Company.

See, *Id.*, p. 3

MHP and Backwoods Agreement

Per paragraph 7, Indemnification, of the Agreement between MHP and Backwoods,¹⁰ Backwoods agreed to defend, indemnify, and hold harmless MHP, the venue, and sponsors and their respective indemnitees from any and all claims, losses, damages, and causes of action:

THIS SECTION IS INTENTIONALLY LEFT BLANK

¹⁰ The MHP/Backwoods Agreement is annexed as Attachment H.



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7. Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND AND FOREVER SAVE AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES OR RELATED ENTITIES, ARTIST(S), CO-PROMOTERS (IF ANY), THE VENUE, AND SPONSORS AND THEIR RESPECTIVE PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, TENANTS, AGENTS, CONTRACTORS AND VOLUNTEERS (SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES" AND INDIVIDUALLY AS A "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, DÉMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS, FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, WHICH ANY ONE OF THE INDEMNITEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE FAILURE OF VENDOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR VOLUNTEERS ("REPRESENTATIVES") TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

See, p. 2, Attachment H.

Further, per paragraph 8, Insurance, of the Agreement, Backwoods was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions as additional insureds:

8. Insurance.

(a) Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following insurance for the Term: (i) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability and errors and omissions injury liability, with minimum limits of not less than One Million Dollars (US\$1,000,000) per occurrence and Two Million Dollars (US\$2,000,000) in the aggregate, including a waiver of subrogation; (ii) to the extent applicable, worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Vendor hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000), including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired and borrowed automobiles.

(b) Within five (5) business days of the Effective Date, Vendor shall deliver to Company certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Apex Event Management, LLC, Lost Lands Festival, Excision, Steve and Laura Trickle, Legend Valley, LLC, Trickle Productions LLC, Madison House Presents, LLC, AEG Presents, LLC and Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors and any other party reasonably designated by Company as an additional insured under the policies in sub-paragraphs (i)-(iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Company. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Vendor will deliver evidence of replacement insurance to Company.

See, *Id.*, p. 3.

MHP is bound by the terms of its' Agreement with Apex, including a duty to defend and indemnify Apex and their respective indemnities (which includes Trickle Productions) from and against any and all claims, losses, damages, and causes of action. See, p. 3, Attachment B. Further, MHP was required to name Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions,



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LLC as additional insureds in their policy of insurance – even agreeing that “[a] **blanket additional insured endorsement shall satisfy this requirement.**” See, *Id.* (Emphasis added). Lastly, per the MHP/Bison, MHP/Gemini, MHP/Silver Moon, MHP/TVC, MHP/Kayleigh, and MHP/Backwoods Agreements, MHP clearly intended that Bison, Gemini, Silver Moon, TVC, Kayleigh, and Backwoods would not only indemnify MHP, the venue, and sponsors (which includes Trickle Productions), but also that they would carry policies of insurance naming MHP, Steve and Laura Trickle, Legend Valley, LLC, and Trickle Productions, LLC as additional insureds.

Per Ohio law, this letter serves as proper and timely notice to MHP that Trickle Productions is seeking indemnification from MHP. *Portsmouth Insurance Agency v. Medical Mutual of Ohio*, 188 Ohio App.3d 111, 2009-Ohio-941, at ¶ 19; *Globe Indemn. Co. v. Schmitt*, 142 Ohio St. 595, 53 N.E.2d 790 (1944).

Thus, based on the above, Trickle Productions requests that MHP assume the defense of and indemnify Trickle Productions. Regardless of whether MHP tenders this request to its contracting parties, MHP agreed to defend, indemnify and hold harmless Apex and its “contractors” and “Company indemnitees”, which includes Trickle Productions and agreed to name Trickle Productions as an additional insured. Please forward this request to your insurance carrier immediately with instructions to the carrier to assume the defense of Trickle Productions as outlined above.

Your prompt attention to this request is required and appreciated.

Respectfully,

FREEMAN, MATHIS & GARY LLP

/s/ Doug Holthus

Doug Holthus

- and -

/s/ Lisa R. House

Lisa R. House